

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																																							
NATURE OF CONVEYANCE:	Amended and Restated Patent and Trademark Security Agreement																																							
CONVEYING PARTY DATA																																								
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>Woods Equipment Company</td> <td></td> <td>09/21/2010</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>GenWoods HoldCo, LLC</td> <td></td> <td>09/21/2010</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	Woods Equipment Company		09/21/2010	CORPORATION: DELAWARE	GenWoods HoldCo, LLC		09/21/2010	LIMITED LIABILITY COMPANY: DELAWARE																												
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TRADEMARK
REEL: 004284 FRAME: 0271

Registration Number:	2207899	TRU-POWER
Registration Number:	0684757	WAIN ROY
Registration Number:	1187361	WOODS
Registration Number:	3105323	VINTAGE IRON

CORRESPONDENCE DATA

Fax Number: (312)782-8585

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-782-3939

Email: dolivotto@jonesday.com

Correspondent Name: Danielle R. Olivotto

Address Line 1: 77 W Wacker Drive, Suite 3500

Address Line 2: Jones Day

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	739326-635007
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NAME OF SUBMITTER:	Danielle R. Olivotto
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Signature:	/s/ Danielle R. Olivotto
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Date:	09/27/2010
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Total Attachments: 8

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**AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY
AGREEMENT**

THIS AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 17th 2004, and amended and restated in its entirety as of September 21, 2010 is by WOODS EQUIPMENT COMPANY, a Delaware corporation ("WEC") and GENWOODS HOLDCO, LLC, a Delaware limited liability company ("Parent" and, together with WEC, collectively, the "Grantors" and each, individually a "Grantor"), in favor of BANK OF AMERICA, N.A. (as successor in interest to LASALLE BUSINESS CREDIT, LLC), in its capacity as administrative agent (in such capacity, the "Administrative Agent").

RECITALS

A. Parent and WEC have agreed to enter into a certain Eleventh Amendment to Credit Agreement (the "Eleventh Amendment") dated as of the date hereof with the Administrative Agent, the Lenders (as defined in the Credit Agreement referenced below) and the Issuing Bank (as defined in the Credit Agreement) pursuant to which that certain Credit Agreement dated as of June 17, 2004 among the Grantors, the various financial institutions party thereto as lenders and the Administrative Agent will be amended and restated in its entirety (and as the same may be amended, restated, supplemented or otherwise modified from and after the Eleventh Amendment Effective Date (as defined therein), the "Credit Agreement") as of the date hereof.

B. Each Grantor has entered into that certain Guaranty and Collateral Agreement dated as of June 17, 2004 and amended and restated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time after the Eleventh Amendment Effective Date, the "Guaranty and Collateral Agreement") with the Administrative Agent for the benefit of the Issuing Bank and Lenders.

C. Pursuant to the Guaranty and Collateral Agreement, each Grantor is required to execute and deliver to the Administrative Agent, for itself and for the ratable benefit of the Lenders and the Issuing Bank, this Agreement.

D. Pursuant to the terms of the Guaranty and Collateral Agreement, each Grantor has granted to the Administrative Agent, for itself and for the ratable benefit of the Lenders and the Issuing Bank, a security interest in substantially all the assets of such Grantor, including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, service marks, trademark applications, service mark applications and trademark and service mark licenses, and all products and proceeds thereof and goodwill associated therewith, to secure the payment of all amounts owing by such Grantor under the Credit Agreement and the other Loan Documents.

In consideration of the mutual agreements set forth herein, in the Credit Agreement and in the other Loan Documents, each Grantor does hereby re-grant and grant to the Administrative Agent, for the benefit of itself, the Lenders and the Issuing Bank, a continuing security interest in

all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and service mark registration and trademark and service mark application for registration, including, without limitation, each trademark and service mark registration and trademark and service mark application for registration referred to in Schedule 1 annexed hereto, together with any renewals or extensions thereof, and all goodwill associated therewith;
- (2) each trademark and service mark license granting to Grantors any rights in trademark or service marks to which a Grantor is a party, including, without limitation, each trademark and service mark license listed on Schedule 1 annexed hereto;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any trademark, service mark or license thereof (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");
- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof;
- (5) each patent license granting to Grantors any rights in patents to which a Grantor is a party, including, without limitation, each patent license listed on Schedule 2 annexed hereto;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any patent or license thereof (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein. Each Grantor and the Administrative Agent hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Guaranty and Collateral Agreement and/or the Credit Agreement, as applicable.

This Agreement amends and restates in full the terms and provisions of the Patent and Trademark Security Agreement dated as of June 17, 2004. The execution and delivery of this Agreement and any related documents, certificates or instruments, as deemed necessary or appropriate pursuant hereto, are not intended and should not be construed to effect (with respect to the Patent Collateral and the Trademark Collateral owned by any of the Grantors in which the Administrative Agent retains a security interest or Lien heretofore granted pursuant to the Patent

and Trademark Security Agreement dated as of June 17, 2004 or any related documents, certificates or instruments heretofore executed) a novation or otherwise to release such security interest or Lien, all of which shall remain in full force and effect.

[signature page follows]

Each Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

WOODS EQUIPMENT COMPANY

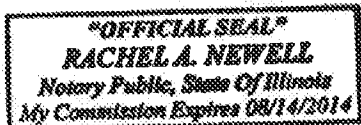
By: Mark A. Miller
Name: Mark A. Miller
Title: Chief Financial Officer,
Vice President-Finance and Treasurer

GENWOODS HOLDCO, LLC

By: Mark A. Miller
Name: Mark A. Miller
Title: Chief Financial Officer,
Vice President-Finance and Treasurer

STATE OF ILLINOIS)
) ss
COUNTY OF DuPage)

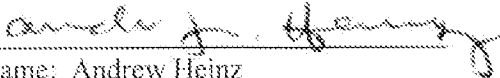
On this 17th day of September, 2010, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of Woods Equipment Company and GenWoods HoldCo, LLC, respectively, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.



Rachel A. Newell
Notary Public

Acknowledged and Agreed to:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 
Name: Andrew Heinz
Title: Senior Vice President

[Signature Page to Patent and Trademark Agreement]

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TRADEMARK
REEL: 004284 FRAME: 0277

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

a. GenWoods HoldCo, LLC

NONE

b. Woods Equipment Company

Trademark Name	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
BATWING	72/142,476	747,222	4/17/1962	3/26/63
Batwing Design	74/417,332	1,890,417	7/26/1993	4/18/95
CF & Design	73/570,498	1,396,482	11/26/1985	6/10/86
CF & Design Canada	753465	442890	4/29/1994	5/12/95
GANNON	73/253,990	1,182,720	3/14/1980	12/22/81
GROUNDBREAKER	76/594,143	3,064,764	5/25/04	3/7/06
INTRA-DRIVE	74/410,021	1,890,416	7/2/1993	4/18/95
JAW	72/444,148	1,005,542	12/19/1972	2/25/75
RIPPER BUCKET	74/484,750	1,892,945	1/31/1994	5/9/95
RIPPER BUCKET Canada	1030163	551697	9/27/1999	9/27/01
SAF-T-LOK	73/460,007	1,328,031	1/9/1984	4/2/85
TISCO	75/034,551	2,094,219	12/19/1995	9/9/97
TISCO & DESIGN	75/034,513	2,150,038	12/19/1995	4/14/98
TRU-PART	75/244,633	2,322,710	2/20/1997	2/29/00
TRU-POWER	75/118,110	2,207,899	6/13/1996	12/8/98
WAIN ROY	72/066,830	684,757	1/30/1959	9/8/59
WOODS	73/202,597	1,187,361	2/5/1979	1/26/82
VINTAGE IRON	78/219,273	3,105,323	2/26/2003	6/13/06
VINTAGE IRON Canada	1188230	TMA673481	2/26/2003	9/26/06

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Patents, Patent Applications and Patent Licenses

a. GenWoods HoldCo, LLC

NONE

b. Woods Equipment Company

Patent Name	Patent Application Number	Patent Number	Date Patent Applied	Date Patent Issued
Flip Up Arrangement for a Mower Deck	11/638,651	7,669,395	12/13/2006	3/2/2010
Full Side Shift System for Detachable Rotary Apparatus	07/815,804	5,203,615	12/30/1991	4/20/1993
Hydra-Lift Stand for Loaders	07/559,725	5,129,780	7/30/1990	7/14/1992
Hydraulic Grapple Assembly with Side Rotation Mechanism for Coupling To a Link Pivot and a Dipper Pivot of an Arm of Equipment	08/779,910	5,865,492	1/7/1997	2/2/1999
Hydraulic Latch Pin Assembly for Coupling a Tool to a Construction Equipment	09/526,973 Re-Issued from 08/634,561	US RE 37,320 Re-Issued from 5,727,342	3/16/2000 4/18/1996	8/14/2001 3/17/1998
Hydraulic Latch Pin Assembly for Coupling a Tool to a Construction Equipment	09/526,972 Re-Issued from 08/947,441	US RE 37,339 Re-Issued from 5,966,850	03/16/2000 9/24/1997	08/28/2001 10/19/1990
Mower Attachment Mechanism	10/873,322	7,062,898	6/22/2004	6/20/2006
Milling Drum with Internal Drive Motor	08/098,509	5,382,084	7/28/1993	1/17/1995

Mower with Automatic Power Cut-Off	08/589,553	5,706,638	1/22/1996	1/13/1998
Quick Coupler System	11/363,600	2007/0201973	2/28/2006	8/30/2007
Removable Hydraulic Apparatus with Electric Control for Multiple Positioning Hydraulic Cylinders	08/075,340	5,299,857	6/10/1993	4/5/1994
Tool Coupler for Securing A Tool To A Tractor Linkage	08/537,978	5,634,735	10/2/1995	6/3/1997